

SAMPLE

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INTERLOCAL AGREEMENT BY AND BETWEEN SKAGIT COUNTY JURISDICTIONS FOR MUTUAL AID FOR FIRE AND EMERGENCY SERVICES

This Interlocal Agreement (the "*Mutual Aid Agreement*") is entered by and between various Skagit County governments and governmental entities identified below (the "Party" or collectively the "Parties") for the provision of mutual aid in support of the parties hereto.

The City of Anacortes	Skagit County Fire Protection District No. 7
The City of Burlington	Skagit County Fire Protection District No. 8
The City of Concrete	Skagit County Fire Protection District No. 9
The City of Hamilton	Skagit County Fire Protection District No. 10
The City of La Conner	Skagit County Fire Protection District No. 11
The City of Mount Vernon	Skagit County Fire Protection District No. 12
The City of Sedro-Woolley	Skagit County Fire Protection District No. 13
Skagit County Fire Protection District No. 1	Skagit County Fire Protection District No. 14
Skagit County Fire Protection District No. 2	Skagit County Fire Protection District No. 15
Skagit County Fire Protection District No. 3	Skagit County Fire Protection District No. 16
Skagit County Fire Protection District No. 4	Skagit County Fire Protection District No. 17
Skagit County Fire Protection District No. 5	Skagit County Fire Protection District No. 19
Skagit County Fire Protection District No. 6	Darrington Fire Protection District No. 24

WHEREAS, the Parties hereto are Skagit County, Washington municipal governments and governmental entities which provide fire suppression, emergency medical services and other emergency services to the citizens of Skagit County; and

WHEREAS, in the Interests of public safety, it is necessary and desirable that local jurisdictions within Skagit County voluntarily aid and assist each other regarding the provision of fire protection, fire prevention, emergency medical response and transportation, hazardous materials control, and/or any other emergency support ("*Services*") to their citizens; and

WHEREAS, in the interest of public safety, it is necessary and desirable to allow for provision of Services across political boundaries; and

WHEREAS, agreements for mutual aid between Washington governments are authorized under the provisions of Chapters 39.34 RCW, Interlocal Cooperation Act (the "*Act*"), for the purpose of providing for cooperation between governmental agencies; and

WHEREAS, the Parties have and will continue to provide assistance by assisting each other in providing the Services to their citizens;

NOW THEREFORE, in consideration of the promises and covenants contained herein the Parties agree as follows:

SECTION 1. PURPOSE

- 1.1 Purpose. The purpose of this Mutual Aid Agreement is to improve the provision of Services within the respective jurisdictions of the Parties hereto by facilitating mutual aid and assistance and by modifying geopolitical boundaries.
- 1.2 No Financial Obligation. Except as specifically provided herein, it is not contemplated that any Party will incur a financial obligation as a result of this Mutual Aid Agreement beyond the normal cost of providing services and therefore no budget is necessary.

SECTION 2. TERM

2. The initial term of this Mutual Aid Agreement shall commence on the 21st day of March, 2008 and shall continue for a period of five (5) years. Thereafter, unless all Parties to this Mutual Aid Agreement withdraw, pursuant to the terms of this Mutual Aid Agreement, this Mutual Aid Agreement shall automatically be renewed in five (5) year increments, unless agreed to otherwise by the Parties. The withdrawal of any Party shall not terminate this Mutual Aid Agreement in its entirety, unless only one Party remains a Party to this Mutual Aid Agreement.

SECTION 3. DEFINITIONS

3. The following terms shall have the following meanings, unless the context indicates otherwise:

"Incident Commander" means the individual designated by the Requesting Agency charged with overall management and command of an emergency incident pursuant to the National Incident Management System, established by Presidential Directive for the purpose of managing emergency incidents.

"Mutual Aid" means the provision of such apparatus, personnel, and equipment as reasonably necessary and available to assist a Requesting Agency in matters relating to the Services as needed by a Requesting Agency.

"Requesting Agency" means a Party who is a party to this Mutual Aid Agreement and has made a request for mutual aid from another Party pursuant to the terms of this Mutual Aid Agreement.

"Responding Agency" means a Party who is a party to this Mutual Aid Agreement and has thereby agreed to provide mutual aid to another jurisdiction pursuant to the terms and conditions of this Mutual Aid Agreement.

SECTION 4. MUTUAL AID REQUESTS

- 4.1 Mutual Aid Requests. The commanding officer of a Requesting Agency or his/her authorized subordinate may request Mutual Aid at any fire, disaster, EMS or other emergency from any other Party. Such requests shall be submitted from the Requesting Agency's authorized official as set forth herein or pursuant to the standard operating procedures established by the Parties.
- 4.2 Response to Requests. Upon receipt of such a request, the commanding officer of the Responding Agency or his/her authorized subordinate shall take the following action(s):
 - A. Immediately determine if apparatus, personnel and equipment can be sent in response to the call for Mutual Aid. If no apparatus, personnel and equipment are available, there shall be no obligation to respond.
 - B. Determine what apparatus, personnel and equipment might most effectively be dispatched and dispatch such apparatus, personnel and equipment and in accordance with the standard operating procedures established by the Responding Agency and this Mutual Aid Agreement.

- C. In the event that apparatus, personnel or equipment are not available or available in a limited manner, the Responding Agency will immediately advise the Requesting Agency that limited Mutual Aid or no Mutual Aid can be provided.
 - D. The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.
- 4.3 Command Responsibilities. Upon arrival at the scene, the Incident Commander of the Requesting Agency shall assume overall charge of the apparatus, personnel and equipment of the Responding Agency until the Incident Commander releases the same from the emergency incident as soon as conditions warrant. However, nothing herein shall preclude the commanding officer of a Responding Agency from taking all reasonable action to protect the Responding Agency's personnel, apparatus or equipment. In such an instance, the commanding officer shall keep the Incident Commander informed of any actions and shall endeavor to work with and consult with the Incident Commander.
- 4.4 Party Not Required to Provide Mutual Aid. This Mutual Aid Agreement does not require any Responding Agency to provide Mutual Aid. Rather, each Responding Agency may limit the amount or type of apparatus, personnel, and equipment provided or declines to provide the requested Mutual Aid. The determination concerning Mutual Aid is solely within the discretion of each Responding Agency.
- 4.5 Automatic Aid Agreements. The provision of Mutual Aid under this Mutual Aid Agreement is separate and distinct from any automatic aid agreement or first response agreement between the various Parties hereto.

SECTION 5. NO SEPARATE ENTITY CREATED

5. No Entity Created. This Mutual Aid Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

SECTION 6. NO REIMBURSEMENT

6. No Reimbursement for Mutual Aid. The Mutual Aid provided under this Mutual Aid Agreement shall be without reimbursement for costs or expenses of providing the Mutual Aid unless expressly agreed to between the Requesting Agency and Responding Agency.

SECTION 7. STANDARD OPERATING PROCEDURES

- 7.1. Standard County-wide Operating Procedures. Each Responding Agency shall reasonably coordinate with each Requesting Agency to provide effective Mutual Aid. Each Responding Agency shall reasonably cooperate with the Requesting Agency and the Incident Commander to efficiently provide Mutual Aid. The fire fighter safety standards for the state of Washington, Chapter 296-305 WAC, shall apply to the provision of Mutual Aid under this Mutual Aid Agreement.
- 7.2. Other Agreements. Nothing herein shall preclude several Parties from entering into agreements to address standard operating procedures to address unique or specific circumstances,

SECTION 8. DAMAGE, LIABILITY AND INDEMNIFICATION

- 8.1. No Liability for Responding Agency. Except as expressly provided herein, no Party shall be liable for (I) failure to comply with any provision of this Mutual Aid Agreement, or (II) liability arising from providing Mutual Aid under this Mutual Aid Agreement.
- 8.2. Mutual Releases. Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Mutual Aid Agreement or providing Mutual Aid hereunder.

- 8.3 Liability to Other Parties - Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.
- 8.4 Liability to Third Parties. The term "*third party*" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.
- 8.5 Cross Indemnification. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents In connection with the performance of this Mutual Aid Agreement.

SECTION 9. INSURANCE

- 9.1. Liability and Casualty Insurance. For the duration of this Mutual Aid Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Mutual Aid Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a Party.
- 9.2. No Industrial Insurance Requirement. It is expressly understood that no Party shall be responsible to provide any other Party's employees or volunteers with coverage required under Chapter 41.26 RCW, as the same now exists or may be hereafter amended.
- 9.3. Waiver of Subrogation. To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard each Party utilizing a self insurance retention program waives subrogation for any payment thereunder.

SECTION 10. WITHDRAWAL

10. Any Party may withdraw from this Mutual Aid Agreement for any reason by giving ninety (90) days written notice to all other Parties.

SECTION 11. ADMINISTRATION

- 11.1. Administration of this Mutual Aid Agreement. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Mutual Aid Agreement. This Mutual Aid Agreement shall be administered jointly by the chief officers of the respective Parties.
- 11.2. Annual Meeting. The Parties shall meet at the January meeting of the Skagit County Fire Commissioners Association each year to review and discuss this Mutual Aid Agreement.

SECTION 12. NO BENEFIT TO THIRD PARTIES

12. This Mutual Aid Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Specifically, and without limiting

the foregoing, this Mutual Aid Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

SECTION 13. SEPARATE PROPERTY

13. It is not contemplated that any property, real or personal, will be acquired by any Party separately or jointly as a result of this Mutual Aid Agreement. No separate fund shall be established with regard to this Mutual Aid Agreement. Any acquisition of joint property shall be subject to a separate Interlocal Agreement executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a Party hereto shall remain the equipment and property of that Party.

SECTION 14. STATUS OF EMPLOYEES AND VOLUNTEERS

- 14.1. Employees and Volunteers Not Loaned. No employee or volunteer of a Responding Agency shall be deemed to be a loaned servant, employee, agent or volunteer of the Requesting Agency or any other Party.
- 14.2. No Liability for Payments to Employees or Volunteers. No Party shall assume any liability for the direct payment of any salary, wage, compensation, stipend or other payment to any of the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee, volunteer or other representative of the parties shall be deemed an agent, employee, or other representative of the other Parties for any reason.

SECTION 15. COMPLIANCE WITH LAW

15. All Parties to this Mutual Aid Agreement shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this Mutual Aid Agreement.

SECTION 16. GOVERNING LAW AND VENUE

16. This Mutual Aid Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Mutual Aid Agreement shall lie exclusively in Skagit County, Washington.

SECTION 17. ATTORNEYS' FEES

17. Should any Party bring suit to enforce any provision of this Mutual Aid Agreement, the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees.

SECTION 18. CAPTIONS

18. The captions in this Mutual Aid Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

SECTION 19. ASSIGNMENT

19. None of the Parties to this Mutual Agreement may assign any of their duties, rights or responsibilities under this Mutual Aid Agreement without the express written consent of the other Parties.

SECTION 20. NOTICES

20. Any notices required under this Mutual Aid Agreement shall be deemed given when delivered in writing via personal service or certified mail, return receipt requested, to the other Party, to the following addresses.

City Party	To the Fire Chief at the headquarters station of the City
Fire District	To the Fire Chief or Chief Operating Officer at the headquarters station of the District

In the event that a Party has no person in the position noted above, service shall be made on the chair of the governing body of the Party at the principal office of the Party.

SECTION 21. DRAFTING

21. Each party has fully participated in the drafting of this Mutual Aid Agreement. Therefore, this Mutual Aid Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

SECTION 22. SEVERABILITY

22. Any invalidity, in whole or in part, of any provision of this Mutual Aid Agreement, shall not affect the validity of any other of its provisions.

SECTION 23. WAIVER

23. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

SECTION 24. AMENDMENT

- 24.1. Modification. No modification, termination or amendment of this Mutual Aid Agreement may be made except by written agreement signed by all Parties.
- 24.2. Additional Parties. Neighboring fire districts or Cities from adjacent counties that provide fire, disaster, EMS or other emergency services may become a party to this Mutual Aid Agreement by attending the next annual meeting and executing this Mutual Aid Agreement.

SECTION 25. EFFECTIVE DATE

25. This Mutual Aid Agreement shall be effective upon the execution by any two (2) Parties hereto and thereafter shall be effective as to each Party upon execution.

SECTION 26. ENTIRE AGREEMENT

26. This Mutual Aid Agreement constitutes the entire agreement between the Parties, and this Mutual Aid Agreement supersedes all of the Parties' previous understandings and agreements, written and oral, with respect to this matter.

IN WITNESS WHEREOF, the Parties have executed this Mutual Aid Agreement as of the day and year noted below and certify that this Mutual Aid Agreement was approved in an open public meeting by their respective Commissions.

THIS AGREEMENT CONTAINS A RELEASE AND INDEMNIFICATION FOR LIABILITIES

Dated: _____

ATTEST:

City Clerk

Dated: _____

CITY OF ANACORTES

BY: _____
Mayor of Anacortes

ATTEST:

City Clerk

Dated: _____

CITY OF BURLINGTON

BY: _____
Mayor of Burlington

ATTEST:

City Clerk

Dated: _____

CITY OF MOUNT VERNON

BY: _____
Mayor of Mount Vernon

ATTEST:

City Clerk

Dated: _____

CITY OF SEDRO-WOOLLEY

BY: _____
Mayor of Sedro-Woolley

ATTEST:

City Clerk

Dated: _____

CITY OF CONCRETE

BY: _____
Mayor of Concrete

ATTEST:

City Clerk

Dated: _____

CITY OF HAMILTON

BY: _____
Mayor of Hamilton

ATTEST:

City Clerk

CITY OF LA CONNER

BY: _____
Mayor of La Conner

SKAGIT COUNTY FIRE PROTECTION DISTRICTS:

FPD # 1 _____
Chairman, Board of Commissioners

Dated: _____

FPD # 2 _____
Chairman, Board of Commissioners

Dated: _____

FPD # 3 _____
Chairman, Board of Commissioners

Dated: _____

FPD # 4 _____
Chairman, Board of Commissioners

Dated: _____

FPD # 5 _____
Chairman, Board of Commissioners

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FPD # 6 _____
Chairman, Board of Commissioners

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FPD # 7 _____
Chairman, Board of Commissioners

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FPD # 8 _____
Chairman, Board of Commissioners

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Chairman, Board of Commissioners

Dated: _____

FPD # 19 _____
Chairman, Board of Commissioners

Dated: _____

Darrington
FPD # 24 _____
Chairman, Board of Commissioners

Dated: _____